



Garnier H. D.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

PETER BELLARD,

Plaintiff,

-against-

GFI BROKERS LLC,

Defendant.

13 CV 1772  
2013 Civ.

**ORDER TO SHOW CAUSE FOR  
PRELIMINARY INJUNCTION AND  
LIMITED, EXPEDITED DOCUMENT  
DISCOVERY IN AID THEREOF**

Upon the Affidavit of Peter Bellard ("Bellard"), sworn to on March 13, 2013 and the exhibits annexed thereto, the Complaint dated March 13, 2013, and Bellard's Memorandum of law, it is

ORDERED, that the above-named Defendant GFI Brokers LLC ("GFI") show cause

before the Honorable PAUL G. GARNER, Courtroom 705, of the United States Courthouse, 500 40 Foley  
Square  
Pearl Street, New York, New York, on the 3rd day of April, 2013 at 3:15 o'clock in the

after noon thereof, or as soon thereafter as counsel can be heard (the "Return Date"), why an order should not be entered pursuant to Rule 65 (a) of the Federal Rules of Civil Procedure enjoining Defendant during the pendency of this action from:

1. Enforcing or seeking to enforce Section 5(E)(i) of the Employment Agreement dated April 4, 2005, and the January 26, 2010 amendment thereto, entered into between Bellard and GFI (collectively, the "Employment Agreement") prohibiting Bellard for a period of six months from Bellard's date of his employment termination "from accepting business from, doing business with, inducing or soliciting any GFI Customers to whom Bellard rendered any services during the course of his employment with GFI under this Agreement (including those encompassed by Paragraph 5(C) above), to do business with Bellard, or with any other person or

entity, in competition with the type of services performed by Bellard for GFI except on behalf of GFI or as authorized in writing by an authorized representative of GFI.”

2. Enforcing or seeking to enforce section 5(E)(ii) of the Employment Agreement prohibiting Bellard for a period of six months from the date of his employment termination “from having any interest in or association with any brokerage business competitive with any business of GFI and any Related Entity in which Bellard performed brokerage services as an employee of GFI or the Related Entity (except by way of portfolio investment in shares quoted on a recognized stock exchange), whether as a shareholder, director, officer, employee, partner, proprietor, joint venturer, consultant or otherwise,” and it is further

*and file with the Court opposition papers by March 22, 2013,*  
 ORDERED that Defendant serve upon Plaintiff, ~~at least three calendar days before the~~  
*and it is further Ordered that Plaintiff serve on Defendant, by March 27, 2013, any*  
 Return Date, any opposition papers it wishes the Court to consider, *reply papers, and file same with*

ORDERED that Defendant produce to Plaintiff, at least three calendar days before the *the Court*  
 Return Date, any documents (to include electronic communications) in its possession, custody or control concerning Defendant’s claim that Plaintiff “breached the Employee Agreement by, *inter*  
*alia*, soliciting and encouraging brokers in [Plaintiff’s] Desk to (a) give notice that they will not  
 renew their GFI contract, (b) terminate employment with GFI and (c) join a competitor of GFI;”  
 and its further.

ORDERED that security in the amount of \$\_\_\_\_\_ will be posted by \_\_\_\_\_.

ORDERED, that service of a copy of this Order to Show Cause, together with a copy of the papers upon which this Order is based, by personal service upon Defendant at the addresses

✓ set forth on the Summons in this action, on or before 5:00 p.m. on March 18, 2013, shall be

deemed good and sufficient service.

*It is further ordered that Plaintiff will serve and file a complaint in this action by 5:00 p.m. on March 18, 2013.*

Dated: New York, New York

March 15, 2013

*Paul S. Hensley*

U.S.D.J.

*mg*